



## FEE AGREEMENT FOR LOAN MODIFICATION SERVICES

Credit with Grace through her consultants is in the business of providing an analysis of real estate-secured debt and the examining the potential for restructuring real property-secured debt. Client wishes to retain Credit with Grace and employ her to perform the research and analysis necessary to determine if Clients are candidates for a restructuring of Clients' real property-secured debt; and if feasible, negotiate with Clients' current real estate lenders to restructure the current debt in a way that will allow Clients to achieve and maintain financial stability;

**NOW THEREFORE** in consideration of the foregoing set forth in this document, Credit with Grace and Clients understand and agree as follows:

**1. CONDITIONS.** This Agreement will not take effect, and Credit with Grace will have no obligations to provide loan modification services, until Clients returns a signed copy of this Agreement and pays the initial deposit called for in Paragraph 4, Deposit.

**2. SCOPE OF SERVICES.** Clients retain Credit With Grace to represent Clients in connection with performing the research, analytical and loan modification work necessary to facilitate a loan modification of their residential property: Upon completion of the analysis and research efforts, Credit with Grace shall present to the-Clients the options indicated as a result of the research and analysis, including but not limited to practical ways to improve Client present debt structure.

Credit with Grace will represent Clients in a counseling and negotiation capacity only. No litigation or litigation-related activities are contemplated at this time, and this Agreement does not encompass such matters.

Credit with Grace will provide those loan modification services reasonably required to represent Client in the matters described above and will take reasonable steps to keep Clients informed of significant developments, and to respond promptly to Client's inquiries and communications.

Credit with Grace will not make any agreement, settlement or compromise of Clients' matter without Clients' prior approval. Clients retain the right to accept or reject any opposing party settlement offers, if applicable. Clients agree not to make any agreement, settlement or compromise of Clients' matter without prior notice to Credit with Grace.



**3. CLIENT'S DUTIES.** Clients agree to keep Credit with Grace informed of any information and developments which come to Clients' attention, to abide by this Agreement, to pay Credit with Grace's fees and costs on time and to keep Credit with Grace advised of Client's address, telephone number(s) and whereabouts.

Clients also agree to appear at all meetings and loan modification proceedings Credit with Grace deems necessary and to cooperate fully with Credit with Grace on all matters related to the investigation, preparation and presentation of Clients' matters and issues.

Clients also agree to provide to Credit with Grace in a timely fashion, all information requested by her that is reasonably necessary for her to perform the services. Failure by Clients to provide Credit with Grace with all the information so requested within 30 day's execution hereof shall constitute a waiver by Clients, void the warranty and a release of any obligation for further performance by Credit with Grace.

Clients also expressly represent and warrant to Credit with Grace that they will at all material times, provide Credit with Grace with information that is accurate and true to the best of Clients' knowledge and belief.

**4. RETAINER DEPOSIT.** Client agrees to pay Credit with Grace a setup fee (deposit) of \$500.00 upon the signing of this agreement of which \$250.00 shall be non-refundable. The balance of the fee if applicable shall be due and payable upon acceptance of the RMA or 30 days after signing this agreement whichever is the earliest. The applicable flat rate charge listed below will be charged against this initial deposit at the of her loan modification negotiations with Clients' lenders.

**5. CREDIT WITH GRACE COMPENSATION.** Credit with Grace's standard fees for providing Loan Modification Counseling and Negotiation Services are calculated on the following basis and paid in advance:

\$1,200.00 for existing real estate debt amounts up to \$200,000  
 \$1,600 for existing real estate debt amounts up to \$500,000;  
 \$2,000.00 for existing real estate debt amounts between \$500,000 and \$900,000;  
 \$5,500.00 for existing real estate debt amounts over \$900,000;  
 \$10,000.00 for commercial properties up to \$1 Million.

AND/OR

However, because of ("Special Circumstances"), Credit with Grace is willing to perform her services for the flat fee of ~~\$1,250.00~~ payable as follows:

\$750.00 *GN* *RKD*



400 *gn* *RPD*  
 \$500 upon signing this contract

350 *gn* *RPD*  
 \$375.000 on ~~6/1/16~~ 8/1/16

~~\$375.000 on 6/1/16~~

.Credit with Grace will use her best efforts to negotiate on behalf of and counsel Clients in Real Estate matters related to a loan modification of their residential real property. Should Clients request Credit with Grace to provide debt counseling, an additional fee shall be required by Credit with Grace for such counseling.

This Agreement does not cover other related claims or matters that may arise and may require loan modification services. If additional services are necessary in connection with Clients' matters and Clients requests Credit with Grace to perform such services, an additional fee arrangement must be made between Credit with Grace and Clients in writing. Such additional services may be required, for example, credit restoration services in connection with the above-referenced matter.

Clients understand and agree that the fees set forth above are not set by law, but are negotiated between Credit with Grace and client.

**6. COSTS AND OTHER CHARGES.** Credit with Grace will incur various overhead costs and expenses in performing loan modification services under this Agreement. Credit with Grace agrees to pay for these overhead costs and expenses. Overhead costs and expenses commonly include photocopying and reproduction costs, long distance telephone charges, messenger and other delivery fees, postage, and other similar items. Therefore, other than the fee structure discussed in the preceding Paragraph number 5, no overhead expense monies will be due from Clients to Credit with Grace for loan modification services.

However, if Clients' lender or loan servicer requires an appraisal as part of the loan modification process, Clients agrees to pay for such appraisal. Also, Credit with Grace requires that Clients obtain their FICO credit score from all three credit reporting agencies. As such, any fees incurred in obtaining their credit scores will also be borne by Clients. In addition, if any documents require authentication by a notary, such notary fees will also be borne by Clients.

**7. DISCHARGE AND WITHDRAWAL.** Clients may discharge Credit with Grace at any time, upon written notice to Credit with Grace. Credit with Grace may withdraw from representation of Clients (a) with Client's consent, (b) or for good cause upon reasonable notice to Clients. Good cause includes Clients' breach of this Agreement, Clients' refusal to cooperate with Credit with Grace or to follow Credit with Grace's advice on a material matter,



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or any other fact or circumstance that would make Credit with Grace's continuing representation unlawful or unethical.

**8. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in the Agreement and nothing in Credit with Grace's statements to Clients may be construed as a promise or guarantee about the outcome of this matter. Credit with Grace makes no such promises or guarantees. There can be no assurance that Clients will succeed in their quest for a loan modification, and in fact, Clients may be liable for additional lender fees and expenses resulting from a future foreclosure sales, if any, or required to sign a promissory note by mortgage lenders to obtain a loan modification. Credit with Grace's comments about the outcome of this matter is expressions of opinion only. Clients acknowledge that Credit with Grace has made no promise or guarantee about the outcome of this matter. Specifically, Clients acknowledge Credit with Grace has not promised or guaranteed to prevent any future foreclosure sale of Clients' property, but instead has agreed to use her best efforts to prevent such a sale from ever being instituted or if instituted, from going forward.

**9. MONEY-BACK GUARANTEE.** Credit with Grace warrants that in the event lender(s) does not contact Credit with Grace within thirty (30) days after Credit with Grace makes initial contact with the lender, the undersigned is released from any and all obligations under this agreement. In such an event, the undersigned will be entitled to a partial refund less cost (postage). \* However if more than forty-five (45) days has elapsed (a) after Credit with Grace makes initial contact with the lender(s) (b) lender has not responded to Credit with Grace's request for a loan modification, and (c) Client has not requested a refund in writing prior to the end of the forty five day period, no refund shall be due.

My signature affixed to this contract gives CREDIT WITH GRACE permission to communicate orally or in writing with the lender(s), their associates and others necessary to fulfill this agreement. This document creates a limited Power of Attorney for loan modification purposes only and authorizes CREDIT WITH GRACE to act as Client's agent or attorney-in-fact in the course of performing "loan modification services only"\*

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**12. MODIFICATION BY SUSEQUENT AGREEMENT.** This Agreement may be



modified by subsequent agreement of the parties only by an instrument in writing signed by both of them. This Agreement will govern all loan modification services performed by Credit with Grace on behalf of Clients commencing with the date Credit with Grace first performed services.

THE PARTIES HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND AGREE TO THEM AS OF THE DATE CREDIT WITH GRACE FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT(S) SHALL RECEIVE A FULLY EXECUTED (SIGNED) DUPLICATE OF THIS AGREEMENT.

Dated: 6-18-14<sup>RD</sup> 6-18-16 CLIENT John P. Davis

Dated: \_\_\_\_\_ CLIENT \_\_\_\_\_

DATED: [Signature]  
Agent for CREDIT WITH GRACE

<b>RECEIPT</b>		DATE <u>6/18/16</u>	No. <u>998507</u>
RECEIVED FROM <u>Robert Davis</u>		<u>\$ 400.00</u>	
<u>Four hundred <del>xxx</del>xx</u>		DOLLARS	
<input type="radio"/> FOR RENT <input type="radio"/> FOR <u>Medicare</u>			
ACCOUNT	<u>750</u>	<input checked="" type="radio"/> CASH	FROM _____ TO _____ BY <u>[Signature]</u>
PAYMENT	<u>400</u>	<input type="radio"/> CHECK	
BAL. DUE	<u>350.00</u>	<input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	